



Solicitation No. 99-SI-30-12540

Refurbish Three Existing Excitation Systems

Headgate Rock Dam Powerplant Headgate Rock Hydroelectric Power Project Arizona

Lower Colorado Regional Office
Boulder City, Nevada
1999

United States Department of the Interior
Bureau of Reclamation



WWW.LC.USBR.GOV/~G3100

REFURBISH THREE EXISTING
EXCITATION SYSTEMS
HEADGATE ROCK POWERPLANT

HEADGATE ROCK HYDROELECTRIC POWER PROJECT
ARIZONA

FOREWORD

Headgate Rock Dam is located 1 mile north of the town of Parker, Arizona, approximately 1 mile west of the main road between the town of Parker and Parker Dam which is 14.4 miles upstream.

The work under this solicitation consists of refurbishing the existing static excitation systems (analog exciters).

The Government will remove the existing exciters and ship them to the offeror's plant so the offeror can disassemble, refurbish, test and reuse the following items:

- a) Copper buswork;
- b) Heatsink assemblies and thyristors;
- c) Field flashing and discharge resistors;
- d) Unit circuit breaker(s);
- e) Power potential transformer (PPT); and
- f) PPT fused disconnects.

The Contractor shall provide a one-year warranty for each item that is refurbished and reused or new.

It is the Contractor's responsibility to utilize and connect to the existing buswork, cables and conduit.

The Contractor will deliver the exciters to Headgate Rock Dam for installation by Government forces.

The Contractor shall provide an erecting engineer during Government-installation work and commissioning/testing. The erecting engineer shall perform all preliminary excitation tests after installation and prior to commissioning/testing.

**FOR DATE AND PLACE OF BID OPENING, SEE "SOLICITATION, OFFER, AND AWARD,"
STANDARD FORM 33.**

PROSPECTIVE BIDDERS ARE URGED TO VISIT THE SITE. SITE VISITS ARE SCHEDULED FOR APRIL 13 AND APRIL 14 AT 9:00 A.M. THOSE WISHING TO ATTEND SHOULD CONTACT MR. CARLTON SMITH, BUREAU OF RECLAMATION, MANAGER, PARKER DAM FIELD DIVISION, MONDAY THROUGH THURSDAY, BETWEEN 8:00 A.M. AND 4:00 P.M., TELEPHONE: (760) 663-0233.

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SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700)			RATING		PAGE OF		PAGES		
								9		172		
2. CONTRACT NUMBER			3. SOLICITATION NUMBER 99-SI-30-12540			4. TYPE OF SOLICITATION [X] SEALED BID (IFB) [] NEGOTIATED (RFP)			5. DATE ISSUED 04/05/99		6. REQUISITION/PURCHASE NUMBER	
7. ISSUED BY BUREAU OF RECLAMATION LOWER COLORADO REGION P.O. BOX 61470 BOULDER CITY, NEVADA 89006-1470			CODE LC-3112 www.lc.usbr.gov/~g3100			8. ADDRESS OFFER TO (If other than Item 7) IF OFFER EXPRESS MAILED, DELIVER TO: (IF OFFER HAND-CARRIED SEE ITEM 9) BUREAU OF RECLAMATION 400 RAILROAD AVENUE BOULDER CITY NV 89005						
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".												
SOLICITATION												
9. Sealed offers in original and <u>0</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if HAND CARRIED, in the depository located in Room AA-104, Nevada Hwy & Park Street, Annex Building, Boulder City, Nevada 89005 until 2:00 p.m. local time May 5, 1999 .												
CAUTION-LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.												
10. FOR INFORMATION CALL:		A. NAME Beth A. Murray				B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS bmurray@lc.usbr.gov			
						AREA CODE 702	NUMBER 293-8581	EXT.				
11. TABLE OF CONTENTS												
(X)	SEC.	DESCRIPTION			PAGE(S)	(X)	SEC.	DESCRIPTION			PAGE(S)	
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	H	SPECIAL CONTRACT REQUIREMENTS			N/A	✓	M	EVALUATION FACTORS FOR AWARD			M-1	
OFFER (Must be fully completed by offeror)												
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.												
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule												
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)			10 CALENDAR DAYS (%)			20 CALENDAR DAYS (%)			30 CALENDAR DAYS (%)			CALENDAR DAYS (%)
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):			AMENDMENT NO.			DATE			AMENDMENT NO.			DATE
15A. NAME AND ADDRESS OF OFFEROR		CODE			FACILITY			16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)				
15B. TELEPHONE NUMBER			<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.			17. SIGNATURE			18. OFFER DATE			
AREA CODE	NUMBER	EXT.										
AWARD (To be completed by Government)												
19. ACCEPTED AS TO ITEMS NUMBERED				20. AMOUNT				21. ACCOUNTING AND APPROPRIATION				
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)(1)								23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)				ITEM 24
24. ADMINISTERED BY (If other than Item 7) CODE LC-3112				25. PAYMENT WILL BE MADE BY CODE D-7734								
Bureau of Reclamation Lower Colorado Region P.O. Box 61470 Boulder City NV 89006-1470				Bureau of Reclamation, Reclamation Service Center Finance and Accounting Services, Attn: D-7734 P.O. Box 25508 Denver CO 80225-0508								
26. NAME OF CONTRACTING OFFICER (Type or print)								27. UNITED STATES OF AMERICA (Signature of Contracting Officer)				28. AWARD DATE
IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.												
AUTHORIZED FOR LOCAL REPRODUCTION Previous edition is unusable								STANDARD FORM 33 (REV. 9-97) Prescribed by GSA - FAR 48 CFR 53.214(c)				

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 WBR 1452.214-908 THE REQUIREMENTS--BUREAU OF RECLAMATION--LOWER COLORADO REGION (NOV 1996)

- (a) The Contractor shall furnish the items identified in this Section, in accordance with the terms, conditions, and specifications contained in the contract.
- (b) Bidders are cautioned to carefully review the bid submission requirements contained in Section L. Failure to comply with these requirements may result in a bid being declared nonresponsive.
- (c) Bids will be considered for award on the 3 schedules in Paragraph B.2, but no bid will be considered for award for only a part of the schedules or a part of any single schedule. Bids for only a part of the schedules or parts of a single schedule will be considered nonresponsive and will be rejected.
- (d) No drawings or descriptive literature are required to be submitted with the bid.
- (e) The quantities stated in the Schedules, other than those identified as "lump sum," are estimated quantities for comparison of bids, and except as provided in the clause "Variation in Estimated Quantity," no claim shall be made against the Government for variations in the quantities stated.
- (f) Not all the items included in the Base Schedule will be required to be performed under this contract. Those item numbers indicated by A and B are dependent upon the results of certain testing. For evaluation purposes, the Government will evaluate the total price based on the worst case scenario, i.e. all items replaced rather than refurbished.

Each offeror shall indicate the prices and lump sum amounts in the appropriate blanks (including all item numbers indicated by A and B). The lump sum amounts should include the cost of all three existing excitation systems in all item numbers with the exception of item number 9. If the results of the test show that an item must be replaced rather than refurbished, then that item on all three excitation systems should be replaced rather than refurbished. However, the Government requires that as many of the items as possible be refurbished rather than replaced new. The total amounts for replacing all three of the existing excitation systems equipment shall be furnished at the prices stated in the below schedule and will be included in the contract at the time of award. Failure to indicate the amounts will result in an incomplete offer which will not be considered.

B.2 THE SCHEDULES

BASE SCHEDULE

Item No.	Schedule of Supplies/Services	Quantity	Unit	Amount
1	Furnishing and shop testing three excitation systems for three corresponding 7,222-kilovolt ampere, 3-phase, 90 percent power factor, 4,160-volt, 60-hertz, horizontal-shaft, hydraulic-turbine-driven, alternating-current generators complete in accordance with this solicitation for Headgate Rock Powerplant, including shipment of materials and equipment to the installation site near Parker, Arizona		For the lump sum of	
2	Preliminary field testing of three excitation systems as described in item 1		For the lump sum of	
3A	Disassemble, test, refurbish and reuse copper bus work, all three excitation systems		For the lump sum of	
3B	Disassemble, test, replace with new copper bus work, all three excitation systems		For the lump sum of	
4A	Disassemble, test, refurbish and reuse heatsink assemblies and thyristors, all three excitation systems		For the lump sum of	
4B	Disassemble, test, replace with new heatsink assemblies and thyristors, all three excitation systems		For the lump sum of	
5A	Disassemble, test, refurbish and reuse field flash and discharge resistors, all three excitation systems		For the lump sum of	
5B	Disassemble, test, replace with new field flash and discharge resistors, all three excitation systems		For the lump sum of	
6A	Disassemble, test, refurbish and reuse unit circuit breakers, all three excitation systems		For the lump sum of	
6B	Disassemble, test, replace with new unit circuit breakers, all three excitation systems		For the lump sum of	

Item No.	Schedule of Supplies/Services	Quantity	Unit	Amount
7A	Disassemble, test, refurbish and reuse power potential transformers, all three excitation systems	For the lump sum of		
7B	Disassemble, test, replace with new power potential transformers, all three excitation systems	For the lump sum of		
8A	Disassemble, test, refurbish and reuse power potential transformer fused disconnects, all three excitation systems	For the lump sum of		
8B	Disassemble, test, replace with new power potential transformer fused disconnects, all three excitation systems	For the lump sum of		
9	AMOUNT FOR APPLICABLE SPARE PARTS (as specified and as listed in the Schedule below in Section B entitled “Spare Parts”)	For the lump sum of		
10	AMOUNT FOR SERVICES OF ERECTING ENGINEER (as specified and as listed in the Schedule below in Section B entitled “Services of Erecting Engineer”)	For the lump sum of		
	TOTAL FOR SCHEDULE (including applicable spare parts and services of erecting engineer)			\$

SPARE PARTS

The offeror shall fill in the blanks in the Spare Parts table below. Failure to furnish complete price information will result in rejection of the offer as an incomplete offer.

The spare parts shall be furnished at the prices stated in the table below and the prices shall include the cost of delivery to the destination. The "Total for Applicable Spare Parts" should be carried forward to the Base Schedule, item no. 9. The total amount of the spare parts shall be included in the total amount of the Base Schedule and will be added to the lump sum price offered in the schedule for the excitation system and included in the contract at the time of award.

Spare parts shall be shipped and invoiced with the equipment to which they are appurtenant.

SPARE PARTS

Part Designation	Description	Amount
1	One complete set of all excitation control and voltage regulator parts which will require periodic replacement	
2	One complete set of contacts, springs and coils for each type of relay, contactor, auxiliary switch and control element being furnished	
3	One assembled module or tray of rectifiers for one excitation system	
4	One assembled three-phase module or tray of firing circuits for one excitation system	
5	Three complete fuses and fuse units for protecting one excitation power potential transformer	
6	Twenty percent of the quantity of silicon rectifiers used in the three excitation systems	
7	For each excitation system, one fan unit with motor for each two required for cooling rectifiers (minimum of one)	
8	One spare power potential transformer for each type used	
9	One spare electronic circuit card for each type used; if multiple cards are used, then 20 percent spare electronic circuit cards	
10	One spare power supply for electronic equipment for each type used	
11	One (one only for three units) set of special tools and test equipment	
	TOTAL FOR APPLICABLE SPARE PARTS FOR THE BASE SCHEDULE	

SERVICES OF ERECTING ENGINEER

Each offeror shall indicate the unit prices and amounts in the following appropriate blanks, and the total amount for services of the erecting engineer should be carried forward to the Base Schedule, item no. 10. The total amount of services of the erecting engineer shall be included in the total amount of the Base Schedule and included in the contract at the time of award. The erecting engineer shall be furnished at the unit prices stated in the schedule. See provision in Section M entitled "Basis of Award" and clause in Section I entitled "Services of Erecting

Engineers.” Failure to indicate the unit prices and amounts will result in an incomplete offer which will not be considered.

SERVICES OF ERECTING ENGINEER

Item No.	Schedule of Supplies/Services	Quantity and Unit	Unit Price	Total Amount
1(a)	Services of an erecting engineer	15 calendar days		
1(b)	Overtime services of an erecting engineer	7 calendar days		
	TOTAL FOR ERECTING ENGINEER, FOR BASE SCHEDULE			

B.3 WBR 1452.214-906 BIDDING SCHEDULE COMPLETION INSTRUCTIONS-- BUREAU OF RECLAMATION--LOWER COLORADO REGION (NOV 1996)

NOTE OF CAUTION TO BIDDERS: When completing the bid schedule, the price entered in the "Amount" column shall be the mathematical product of the quantity multiplied by the unit price. Rounding up or down is not permitted. If a price entered in the "Amount" column has been rounded, the Contracting Officer will correct such amount, pursuant to the bid preparation provision(s) in Section L for the purposes of determining the apparent low bidder, and any such corrections will appear on the contract award document.

SECTION C - STATEMENT OF WORK/SPECIFICATIONS

[See file: [12540spc.pdf](#)]

SECTION D - PACKAGING AND MARKING

D.1 WBR 1452.247-900 PREPARATION FOR SHIPMENT AND HANDLING--BUREAU OF RECLAMATION--LOWER COLORADO REGION (NOV 1996)

(a) The Contractor shall prepare all materials and articles for shipment in such a manner as to protect them from damage, and shall be responsible for and make good any and all damage due to improper preparation or loading for shipment.

(b) Heavy or bulky parts or equipment shall be provided with eye bolts, lugs, or other lifting devices to facilitate handling with a crane, and, if necessary, shall be mounted on skids or crated. Where parts are boxed or crated and it is unsafe to attach slings to the box or crate, slings shall be attached to the parts and the slings shall project through the box or crate so that attachment can be readily made. Instructions for handling and lifting all parts, boxes, and crates shall be clearly painted on or attached to the part or crate. Any articles or materials that otherwise might be lost shall be boxed or bundled and plainly marked for identification. All finished ferrous surfaces shall be coated with a rust preventative compound, and all finished nonferrous metalwork and devices subject to damage shall be suitably wrapped or otherwise protected from damage during shipment.

(c) Spare parts shall be packed in moisture-tight containers or covered with moisture tight wrapping and shall be prepared for extended storage at the site.

D.2 WBR 1452.247-901 SHIPPING PROVISIONS--BUREAU OF RECLAMATION--LOWER COLORADO REGION (NOV 1996)

(a) Delivery point. - Offers shall be on the basis of delivery (f.o.b.) at the destination stated in the schedule. The Contractor shall unload the three excitation systems and place them in exact position designated by Carlton Smith.

All materials and equipment shall be shipped on commercial bills of lading, and the cost of transportation from the shipping point or points to the destination shall be paid by the Contractor and included in the lump-sum price offered in the schedule. The Contractor shall be responsible for all damage in transit to the destination.

Proper precautions shall be taken with the excitation systems and other sensitive devices to prevent damage during shipment.

(b) Packing lists and shipping notification. - For all shipments made under this contract, the Contractor shall provide itemized packing lists enumerating the specific contents of each shipping container, as follows:

One copy to accompany each shipment of the equipment.

(i) One (1) copy shall be submitted to the Bureau of Reclamation, Attn: Carlton Smith (LCD-P10), P.O. Box 60400, Boulder City, NV 89006-0400.

(ii) One (1) copy shall be submitted to the Construction Engineer, Bureau of Reclamation, Attn: Jack Delp (LCD-2000), P.O. Box 60400, Boulder City, NV 89006-1470.

At the time of shipment of the equipment, the Contractor shall notify Mr. Carlton Smith, telephone No. (760) 663-0233, of the expected arrival time of each shipment at the destination. In addition, the Contractor shall instruct the transporting agency to notify the same official when such shipment has arrived at the destination.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically via the Internet at: <http://www.arnet.gov/far>.

52.246-2	INSPECTION OF SUPPLIES -- FIXED-PRICE (AUG 1996)
52.246-4	INSPECTION OF SERVICES -- FIXED-PRICE (AUG 1996)

E.2 WBR 1452.223-80 ASBESTOS-FREE WARRANTY--BUREAU OF RECLAMATION (OCT 1992)

(a) The Contractor warrants that all items delivered, or work required by the contract shall be free of asbestos in any form whatsoever except for the use of asbestos cement pipe.

(b) The Contractor may request the Contracting Officer to approve an exception to this prohibition when an asbestos-free product is not available. Such requests shall be fully documented and submitted as soon as possible after the Contractor determines that an asbestos-free product is not available. Contracting Officer disapproval of a request for an exception shall be final and not subject to the Disputes clause of this contract.

E.3 1452.246-901 STANDARD COMMERCIAL WARRANTY REQUIREMENTS--BUREAU OF RECLAMATION--LOWER COLORADO REGION (NOV 1996)

(a) The Contractor shall furnish the manufacturer's standard commercial warranty for the following equipment to be furnished under the contract.

(b) In the event the following items are refurbished and reused, the contractor shall furnish a written warranty equal to the manufacturer's standard commercial warranty for the equipment to be furnished under the contract:

- (1) Copper buswork;
- (2) Heatsink assemblies and thyristors;
- (3) Field flashing and discharge resistors;
- (4) Unit circuit breaker(s);
- (5) Power potential transformer (PPT); and
- (6) PPT fused disconnects.

(b) The written warranty furnished by the manufacturer or contractor shall be submitted as prescribed in the specifications paragraph "Submittal Requirements." The written warranty shall contain, as a minimum, the items covered, warranty provisions, the effective date, and overall duration of the warranty.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically via the Internet at: <http://www.arnet.gov/far>.

52.242-15 STOP-WORK ORDER (AUG 1989)
52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)

F.2 WBR 1452.212-907 DELIVERY INFORMATION - HEADGATE ROCK DAM-- BUREAU OF RECLAMATION--LOWER COLORADO REGION (MAY 1997)

(a) All supplies or equipment required under this contract shall be shipped f.o.b., destination to the following address:

Bureau of Reclamation
Headgate Rock Dam
(Across from Safeway Plaza)
U.S. Highway 95
Parker, Arizona 85344

(b) Deliveries will be accepted between 6:30 a.m. to 3:00 p.m., local time, Monday through Thursday. Point of contact for delivery information is Mr. Carlton Smith, Chief of Parker Dam, telephone No. (760) 663-0233.

F.3 1452.212-908 CONTRACT PERFORMANCE PERIOD--BUREAU OF RECLAMATION--LOWER COLORADO REGION (AUG 1998)

The performance under this contract shall be for a period of 150 calendar days, commencing on the date of receipt by the Contractor of a contract award.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 WBR 1452.242-900 GOVERNMENT ADMINISTRATION PERSONNEL--BUREAU OF RECLAMATION--LOWER COLORADO REGION (JUL 1998)

The contracting office representative responsible for overall administration of this contract is:

<u>Ms. Beth Murray, Contract Specialist (LC-3112)</u>		
Bureau of Reclamation, Lower Colorado Regional Office P.O. Box 61470, Boulder City NV 89006-1470		
Phone No.	(702) 293-8581	Fax No. (702) 293-8499
E-mail	bmurray@lc.usbr.gov	

G.2 WBR 1452.242-901 CONTRACTOR'S ADMINISTRATION PERSONNEL--BUREAU OF RECLAMATION--LOWER COLORADO REGION (JUL 1998)

The designated contractor official who will be in charge of overall administration of this contract is:

Name:		
Title:		
Address:		
City/State/Zip:		
Telephone No:	()	FAX No.: ()
E-mail:		

G.3 WBR 1452.242-902 CONTRACTOR'S PAYMENT PERSONNEL--BUREAU OF RECLAMATION--LOWER COLORADO REGION (NOV 1996)

The designated Contractor official who may be contacted for bank account and/or payment information is:

Name:		
Title:		
Address:		
City/State/Zip:		
Telephone No:	()	FAX No.: ()
E-mail:		

G.4 WBR 1452.201-80 AUTHORITIES AND LIMITATIONS--BUREAU OF RECLAMATION (JUL 1993)

(a) All work shall be performed under the authority exercised by the Contracting Officer who has been appointed in accordance with the requirements of the Department of the Interior Acquisition Regulation (DIAR) 1401.603 (48 CFR 1401.603).

(b) The Contracting Officer may designate other Government employees to act as authorized representatives in administering this contract in accordance with the requirements of DIAR 1401.670 (48 CFR 1401.670). Any designation shall be made to the authorized representative by an appointment memorandum signed by the Contracting Officer which contains the scope and limitations of authority delegated for purposes of administering this contract. A copy of the memorandum, and any revisions to it, shall be provided to the Contractor which shall acknowledge receipt.

(c) The Contractor shall, without unnecessary delay, comply with any written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of their appointment memorandum. Such orders or direction include, but are not limited to, instructions, interpretations, approvals, or rejections associated with work under this contract including requirements for submission of technical data, shop drawings, samples, literature, plans, or other data required to be approved by the Government under this contract.

(d)(1) If the Contractor receives direction for work under this contract (including any written or oral orders it regards as a change order under the Changes clause of this contract) and it considers such direction to have been issued without proper authority (including instances where it believes delegated authority has been exceeded), it shall not proceed with the direction and shall notify the Contracting Officer within five (5) working days of receipt of the direction. On the basis of the most accurate information available to the Contractor, the notice shall state--

(i) The date, nature, and circumstances of the direction received;

(ii) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such direction;

(iii) The identification of any documents and the substance of any oral communication involved in such direction;

(iv) The contract line items or other contract requirements that may be affected by the alleged direction including any suspected delays or disruption of performance; and

(v) Any other information considered pertinent.

(2) Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform under this paragraph prior to receipt of the Contracting Officer's determination issued under paragraph (e) of this clause.

(e) The Contracting Officer shall promptly, after receipt of any notice made under paragraph (d) of this clause, respond to the notice in writing. The response shall --

(1) Confirm that the direction contained in the Contractor's notice was unauthorized and either authorize it by appropriate contract modification or countermand it;

(2) Deny that the direction contained in the Contractor's notice was outside the scope and limitations of the authority of the authorized representative who gave the direction and direct the Contractor to proceed immediately with the direction received or, when necessary, direct the mode of further performance; or

(3) In the event the information contained in the Contractor's notice is inadequate to make a decision under subparagraphs (e)(1) or (2) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(f) A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.

G.5 WBR 1452.243-80 MODIFICATION PROPOSALS--BUREAU OF RECLAMATION (JUL 1998)

(a) In submitting any proposal for a modification under this contract (including any proposal for an equitable adjustment resulting from a change under the Changes clause of this contract), the Contractor shall:

(1) Comply with the contract time limits for submission of a proposal or as specified by the Contracting Officer;

(2) Apply the contract cost principles and procedures in Part 31 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract;

(3) Furnish a breakdown of all costs estimated to complete the work required by the modification (i.e., cost of added work, incurred cost of deleted work already performed, estimated cost of deleted work not yet performed, and net cost of the modification) to include all costs associated with materials (identified by item and quantity), equipment (identified by item,

quantity and whether contractor-owned or rented), categories of direct labor, bond and insurance premium adjustments, subcontracts, overhead and other indirect costs, profit/fee, and any other pricing information requested by the Contracting Officer, in sufficient detail to permit a detailed analysis of fair and reasonable price;

(4) Furnish a written justification for any requested time extensions; and

(5) For any pricing adjustment expected to exceed \$500,000 (considering both increases and decreases) --

(i) Submit cost and pricing data using the format specified in Table 15-2 of FAR 15.408 unless the Contracting Officer agrees that an exception applies under the circumstances set forth in FAR 15.403-1;

(ii) Certify in substantially the format prescribed in FAR 15.406-2 that to the best of its knowledge and belief, the data are accurate, complete and current as of the date of agreement on the negotiated price of the modification; and

(iii) Comply with the requirements of either the Subcontractor Cost or Pricing Data clause or the Subcontractor Cost or Pricing Data -- Modifications clause of this contract when the adjustment includes a subcontract modification involving a pricing adjustment expected to exceed 500,000.

(b) Under the Changes clause of this contract, failure of the Contractor to timely assert its right for an adjustment or to submit a proposal for an adjustment by the date specified in the clause (or another date specified by the Contracting Officer) may result in a unilateral adjustment of the contract by the Contracting Officer pursuant to the Disputes clause of this contract.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

(There are no clauses included in this section.)

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically via the Internet at: <http://www.arnet.gov/far>.

52.202-1	DEFINITIONS (OCT 1995)
52.203-3	GRATUITIES (APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES (APR 1984)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)
52.203-7	ANTI-KICKBACK PROCEDURES (JUL 1995)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (JUN 1996)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)
52.214-26	AUDIT AND RECORDS--SEALED BIDDING (OCT 1997)
52.214-29	ORDER OF PRECEDENCE--SEALED BIDDING (JAN 1986)
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 1999)
52.222-3	CONVICT LABOR (AUG 1996)
52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION (JUL 1995)
52.222-26	EQUAL OPPORTUNITY (FEB 1999)
52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (APR 1998)
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1999)
52.222-41	SERVICE CONTRACT ACT OF 1965, AS AMENDED (MAY 1989)
52.222-44	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MAY 1989)
52.223-2	CLEAN AIR AND WATER (APR 1984)

52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (APR 1998)
52.223-6	DRUG-FREE WORKPLACE (JAN 1997)
52.223-14	TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)
52.225-11	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (AUG 1998)
52.227-1	AUTHORIZATION AND CONSENT (JUL 1995)
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)
52.228-5	INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.229-3	FEDERAL, STATE, AND LOCAL TAXES (JAN 1991)
52.229-5	TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (APR 1984)
52.232-1	PAYMENTS (APR 1984)
52.232-8	DISCOUNTS FOR PROMPT PAYMENT (MAY 1997)
52.232-11	EXTRAS (APR 1984)
52.232-17	INTEREST (JUNE 1996)
52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986)
52.232-25	PROMPT PAYMENT (JUN 1997)
52.232-33	MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT (AUG 1996)
52.233-1	DISPUTES (DEC 1998) ALTERNATE I (DEC 1991)
52.233-3	PROTEST AFTER AWARD (AUG 1996)
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)
52.242-13	BANKRUPTCY (JUL 1995)
52.243-1	CHANGES--FIXED-PRICE (AUG 1987) ALTERNATE I (APR 1984)
52.245-1	PROPERTY RECORDS (APR 1984)
52.245-2	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (DEC 1989)
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996)
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)
52.253-1	COMPUTER GENERATED FORMS (JAN 1991)

I.2 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

- (a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of

Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

I.3 52.219-23 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (OCT 1998) ALTERNATE I (OCT 1998)

(a) Definitions. As used in this clause--

Small disadvantaged business concern means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

(1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(i) No material change in disadvantaged ownership and control has occurred since its certification;

(ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(iii) It is listed, on the date of its representation, on the register of small disadvantaged business concerns maintained by the Small Business Administration;

(2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f).

Historically black college or university means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DoD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which, for purposes of this clause, includes a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

United States means the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, and the District of Columbia.

(b) Evaluation adjustment. (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--

(i) Offers from small disadvantaged business concerns that have not waived the adjustment;

(ii) For DOD, NASA, and Coast Guard acquisitions, otherwise successful offers from historically black colleges or universities or minority institutions;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equaled or exceeded (see section 25.402 of the Federal Acquisition Regulation (FAR));

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government; and

(v) For DOD acquisitions, otherwise successful offers of qualifying country end products (see sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).

(2) The factor shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) Waiver of evaluation adjustment. A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

____ Offeror elects to waive the adjustment.

(d) Agreements. (1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for--

(i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;

(ii) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business concern submitting an offer in its own name agrees to furnish in performing this contract only end items manufactured or produced by small business

concerns in the United States. This paragraph does not apply in connection with construction or service contracts.

**I.4 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES
(MAY 1989)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It is Not a Wage Determination.

Employee Class	Monetary Wage	Fringe benefits
Heavy Equipment Operator	\$14.29	\$6.07
Machinist, Maintenance	\$17.64	\$7.50

**I.5 52.222-49 SERVICE CONTRACT ACT - PLACE OF PERFORMANCE UNKNOWN
(MAY 1989)**

(a) This contract is subject to the Service Contract Act, and the place of performance was unknown when the solicitation was issued. The Contracting Officer will request wage determinations for additional places or areas of performance if asked to do so in writing by 4:00 p.m. PDT, April 28, 1999.

(b) Offerors who intend to perform in a place or area of performance for which a wage determination has not been attached or requested may nevertheless submit bids or proposals. However, a wage determination shall be requested and incorporated in the resultant contract retroactive to the date of contract award, and there shall be no adjustment in the contract price.

I.6 52.228-11 PLEDGES OF ASSETS (FEB 1992)

(a) Offerors shall obtain from each person acting as an individual surety on a bid guarantee, a performance bond, or a payment bond--

- (1) Pledge of assets; and
- (2) Standard Form 28, Affidavit of Individual Surety,

(b) Pledges of assets from each person acting as an individual surety shall be in the form of--

(1) Evidence of an escrow account containing cash, certificates of deposit, commercial or Government securities, or other assets described in FAR 28.203-2 (except see 28.203-2(b)(2) with respect to Government securities held in book entry form) and/or;

(2) A recorded lien on real estate. The offeror will be required to provide--

(i) Evidence of title in the form of a certificate of title prepared by a title insurance company approved by the United States Department of Justice. This title evidence must show fee simple title vested in the surety along with any concurrent owners; whether any real estate taxes are due and payable; and any recorded encumbrances against the property, including the lien filed in favor of the Government as required by FAR 28.203-3(d);

(ii) Evidence of the amount due under any encumbrance shown in the evidence of title;

(iii) A copy of the current real estate tax assessment of the property or a current appraisal dated no earlier than 6 months prior to the date of the bond, prepared by a professional appraiser who certifies that the appraisal has been conducted in accordance with the generally accepted appraisal standards as reflected in the Uniform Standards of Professional Appraisal Practice, as promulgated by the Appraisal Foundation.

I.7 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation of any Department of Interior Acquisition Regulation (48 CFR Chapter 14) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

I.8 1452.204-70 RELEASE OF CLAIMS--DEPARTMENT OF THE INTERIOR (JUL 1996)

After completion of work and prior to final payment, the Contractor shall furnish the Contracting Officer with a release of claims against the United States relating to this contract. The Release of Claims form (DI-137) shall be used for this purpose. The form provides for exception of specified claims from operation of the release.

I.9 1452.228-70 LIABILITY INSURANCE--DEPARTMENT OF THE INTERIOR
(JUL 1996)

(a) The Contractor shall procure and maintain during the term of this contract and any extension thereof liability insurance in form satisfactory to the Contracting Officer by an insurance company which is acceptable to the Contracting Officer. The named insured parties under the policy shall be the Contractor and the United States of America. The amounts of the insurance shall be not less than as follows:

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

\$100,000

GENERAL LIABILITY

\$500,000 per occurrence

AUTOMOBILE LIABILITY

\$200,000 each person

\$500,000 each occurrence

\$ 20,000 property damage

(b) Each policy shall have a certificate evidencing the insurance coverage. The insurance company shall provide an endorsement to notify the Contracting Officer 30 days prior to the effective date of cancellation or termination of the policy or certificate; or modification of the policy or certificate which may adversely affect the interest of the Government in such insurance. The certificate shall identify the contract number, the name and address of the Contracting Officer, as well as the insured, the policy number and a brief description of contract services to be performed. The Contractor shall furnish the Contracting Officer with a copy of an acceptable insurance certificate prior to beginning the work.

I.10 WBR 1452.223-82 PROTECTING FEDERAL EMPLOYEES AND THE PUBLIC
FROM EXPOSURE TO TOBACCO SMOKE IN THE FEDERAL WORKPLACE--
BUREAU OF RECLAMATION (OCT 1998)

(a) In performing work under this contract, the contractor shall comply with the requirements of Executive Order 13058, dated August 9, 1997, which prohibits the smoking of tobacco products in all interior space owned, rented, or leased by the executive branch of the Federal Government, and in any outdoor areas under executive branch control in front of air intake ducts.

(b) This restriction does not apply in designated smoking areas that are enclosed and exhausted directly to the outside and away from air intake ducts, and are maintained under negative pressure (with respect to surrounding spaces) sufficient to contain tobacco smoke within the designated area.

(c) Smoking may also be restricted at doorways and in courtyards under executive branch control in order to protect workers and visitors from environmental tobacco smoke.

I.11 WBR 1452.236-81 SERVICES OF ERECTING ENGINEERS--BUREAU OF RECLAMATION (JUL 1993)

(a) Requirement. The Contractor shall furnish one competent erecting engineer.

(b) Responsibility.

(1) Erecting engineer shall:

(i) Be fluent in speaking the English language;

(ii) Supervise and be responsible for erecting, starting, and operating the equipment until field tests are completed; supervise installation of the excitation systems, complete preliminary test required after installation but prior to commissioning/test, and supervise commissioning/tests;

(iii) Fully cooperate with the erection contractor performing under other contracts;
and

(iv) Coordinate work and operations with the program office and the Contracting Officer or authorized representative in charge of the erection.

(2) Erecting engineers shall not be responsible for defects in installation of the equipment due to refusal or failure of the erection contractor to follow reasonable instructions of the erecting engineer.

(c) Payment.

(1) Regular Hours. Payments made to the contractor for erecting engineer services shall:

(i) Be made at the rate offered in the bidding schedule per calendar day (including Saturdays, Sundays, and national legal holidays);

(ii) Be permitted if normal erection supervision is performed concurrently with the making of corrections for contractor errors.

(iii) Be made at the daily rate for a 40-hour workweek covering a 7-day period beginning with the erecting engineer's first working date at the site;

(iv) Cover services at the site of erection up to and including 40 hours per week, regardless of the hours worked per day or the days during which such services are performed;

(v) Include all costs for travel and per diem while the Contractor is at the site;

(vi) Not include travel time to and from the job site; and

(vii) Not be made for any period of 1 or more full calendar days which the erecting engineer spent correcting contractor errors (such corrections are the responsibility of the contractor and for payment purposes shall be deducted from the total time the erecting engineer is at the construction site).

(2) Overtime Hours. Payments made to the contractor for the overtime services of an erecting engineer shall:

(i) Be permitted only if in excess of 40 hours during a workweek as defined in subparagraph (c)(1)(iii) above;

(ii) Only be allowable if ordered by the Contracting Officer or authorized representative;

(iii) Only be paid at the overtime rate per hour offered in the bidding schedule for each erecting engineer; and

(iv) Be the same for all days, including Saturdays, Sundays, and national legal holidays.

(3) Traveling expenses.

(i) Payment on a cost-reimbursement basis can be made to the contractor for costs incurred for lodging and meals, and incidental expenses, for travel from the Contractor's facility to the job site at the beginning of work and return from the job site to the Contractor's facility at the completion of the work, in accordance with the Contractor Reimbursable Travel Costs -- Bureau of Reclamation, clause of this contract.

(ii) Payment will not be made to the Contractor for:

(A) Personal expenses while in route or at the job site; or

(B) Fare and transportation expenses outside the continental United States unless approved in writing by the Contracting Officer.

I.12 WBR 1452.214-910 ORDER OF PRECEDENCE - DRAWINGS--BUREAU OF RECLAMATION--LOWER COLORADO REGION (NOV 1996)

(a) For the purposes of Order of Precedence, any drawings included with this solicitation shall be considered to supplement the specifications regardless of where they may appear. Any inconsistency between the drawings and the specifications shall be resolved by giving precedence to the specifications.

(b) Anything shown on the drawings and not mentioned in the specifications or called for in the specifications and not shown on the drawings, shall be furnished the same as if it were called for or shown in both.

**PART III - LIST OF DOCUMENTS, EXHIBITS AND
OTHER ATTACHMENTS**

SECTION J - LIST OF ATTACHMENTS

J.1 WBR 1452.214-903 APPLICABILITY OF DOCUMENTS--BUREAU OF RECLAMATION--LOWER COLORADO REGION (NOV 1996)

The documents, exhibits, and other attachments which are identified in this Section J, apply to and are a part of this contract. In the event that any document is missing in whole or in part from this document when received, the Contracting Officer shall be notified immediately.

J.2 WBR 1452.214-904 LIST OF CONTRACT DOCUMENTS--BUREAU OF RECLAMATION--LOWER COLORADO REGION (NOV 1996)

Attachment No.	Title	No. of Pages
1	Service Contract Act Wage Determination(s)	9
2	Release of Claims form (DI-137)	1
3	Drawings	56

Attachment 1

U.S. Department of Labor
Service Contract Act
Wage Rate Determination(s)

(Not Available Online)

Attachment 2

Release of Claims form
(DI-137)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

(Bureau or Office)

Contract Number

Date

RELEASE OF CLAIMS

WHEREAS, by the terms of the above-identified contract for

entered into by the United States of America, hereinafter also referred to as the United States, and the contractor

,

it is provided that after completion of all work, and prior to final payment, the contractor will furnish the United States with a release of all claims;

NOW, THEREFORE, in consideration of the above premises and the payment by the United States to the contractor of the amount now due under the contract, to wit, the sum of

dollars

(\$), the contractor hereby remises, releases, and forever discharges the United States, its officers, agents, and employees, of and from all manner of debts, dues, liabilities, obligations, accounts, claims, and demands whatsoever, in law and equity, under or by virtue of the said contract except:

IN WITNESS WHEREOF, the contractor has executed this release this day of , 19

(Contractor)

(Street Number of R.F.D.)

(City)

(State)

(Zip Code)

By

(Signature)

(Name -- Type or Print)

(Title)

COMPLETE ONLY IF CONTRACTOR IS A CORPORATION

I, CERTIFY That I am the , who
of the corporation named as contractor herein; that
signed this release on behalf of the corporation, was then of said corporation; and
that said release was duly signed for and on behalf of said corporation by authority of its governing body.

[Seal]

(Signature)

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND
OTHER STATEMENT OF OFFERORS

(This section will be removed from the contract document)

K.1 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the method of factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above _____

[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.2 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by Section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

K.3 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

- ☐ TIN: _____
- ☐ TIN has been applied for.
- ☐ TIN is not required because:
- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);

- ☐ Government entity (Federal, State, or local);
 - ☐ Foreign government;
 - ☐ International organization per 26 CFR 1.6049-4;
 - ☐ Other
-

(f) Common parent.

- ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- ☐ Name and TIN of common parent:
 Name _____
 TIN _____

K.4 52.204-5 WOMEN-OWNED BUSINESS (OCT 1995)

(a) Representation. The offeror represents that it ☐ is, ☐ is not a women-owned business concern.

(b) Definition. "Women-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

K.5 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☐, within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.6 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 1998)

(a) (1) The standard industrial classification (SIC) code for this acquisition is 3621.

(2) The small business size standard is 1,000 average employees employed by an offeror in the preceding 12 months.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *(Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)* The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *(Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)* The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(c) Definitions.

“Small business concern,” as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

“Women-owned small business concern,” as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business

Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.7 52.219-2 EQUAL LOW BIDS (OCT 1995)

- (a) This provision applies to small business concerns only.
- (b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.
- (c) Failure to identify the labor surplus areas as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

K.8 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

- (a) Segregated facilities, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- (b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

K.9 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that--

(a) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation;

(b) It ☐ has, ☐ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.10 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that (a) it ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.11 52.223-1 CLEAN AIR AND WATER CERTIFICATION (APR 1984)

The Offeror certifies that--

(a) Any facility to be used in the performance of this proposed contract ☐ is, ☐ is not listed on the Environmental Protection Agency List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

K.12 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING
(OCT 1996)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in Section 19.102 of the Federal Acquisition Regulation; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

**K.13 WBR 1452.209-900 BIDDER RESPONSIBILITY DATA--BUREAU OF
RECLAMATION--LOWER COLORADO REGION (NOV 1996)**

(a) To assist the Contracting Officer in making an affirmative determination of responsibility pursuant to Federal Acquisition Regulation, Part 9, each bidder shall provide a list of all Government and commercial contracts performed during the past year. If additional space is required, the list may be continued on a plain piece of paper which shall be properly identified and attached to the bid submittal documents.

CUSTOMER	CONTACT POINT & PHONE NUMBER	CONTRACT NUMBER	CONTRACT AMOUNT	EST/ACTUAL COMPLETION DATE

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS
(This section will be removed from the contract document)

L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE
(FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically via the Internet at: <http://www.arinet.gov/far>.

- 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APR 1998)
- 52.214-1 SOLICITATION DEFINITIONS--SEALED BIDDING (JUL 1987)
- 52.214-3 AMENDMENTS TO INVITATIONS FOR BIDS (DEC 1989)
- 52.214-4 FALSE STATEMENTS IN BIDS (APR 1984)
- 52.214-5 SUBMISSION OF BIDS (MAR 1997)
- 52.214-6 EXPLANATION TO PROSPECTIVE BIDDERS (APR 1984)
- 52.214-7 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS (MAY 1997)
- 52.214-9 FAILURE TO SUBMIT BID (JUL 1995)
- 52.214-10 CONTRACT AWARD--SEALED BIDDING (JUL 1990)
- 52.214-12 PREPARATION OF BIDS (APR 1984)
- 52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
- 52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)

L.2 52.211-2 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L (AUG 1998)

(a) Copies of specifications, standards, and data item descriptions cited in this solicitation may be obtained for a fee by submitting a request to the--

Department of Defense Single Stock Point (DoDSSP)
Building 4, Section D
700 Robbins Avenue
Philadelphia, PA 19111-5094
Telephone (215) 697-2667/2179
Facsimile No. (215) 697-1462.

(b) Order forms, pricing information, and customer support information may be obtained--

(1) By telephone at (215) 697-2667/2179; or

(2) Through the DoDSSP Internet site at <http://www.dodssp.daps.mil>.

L.3 52.211-3 AVAILABILITY OF SPECIFICATIONS NOT LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS (JUN 1988)

(a) Information on standards which are identified in the specifications by dual acronyms, for example, ANSI/ASTM, indicating the American National Standards Institute and sponsorship by the American Society for Testing Materials or other sponsoring organization, may be obtained from the appropriate sponsoring organization.

(b) For various manuals and standard specifications printed, reprinted, or published while the Bureau of Reclamation was officially named Water and Power Resources Service. All references to Water and Power Resources Service or any form derivative thereof herein shall be considered synonymous with the Bureau of Reclamation. The address in (a) above may also be used to order the various manuals and standard specifications printed, reprinted, or published while the Bureau of Reclamation was officially named the Water and Power Resources Service.

(c) The specifications cited in this solicitation may be obtained from one or more of the addresses listed below.

Acronym	Organization	Address	Telephone No.
ANSI	American National Standards Institute	11 West 42nd Street New York NY 10036	Tel: 212/642-4900
ASME	American Society of Mechanical Engineers	345 East 47th Street, New York NY 10017 -OR- Service Center 22 Law Drive P.O. Box 2900 Fairfield NJ 07007-2900	Tel: 212/705-7722 Tel: 201/882-1167
ASTM	American Society for Testing and Materials	1916 Race Street Philadelphia PA 19103	Tel: 215/299-5400
NEC	National Electrical Code, National Fire Protection Association	Batterymarch Park Quincy MA 02269	Tel: 617/770-3000

Acronym	Organization	Address	Telephone No.
NEMA	National Electrical Manufacturers Association	2101 L Street N.W., Suite 300 Washington D.C. 20037	Tel: 202/457-8474
UL	Underwriters' Laboratories	333 Pfingsten Road Northbrook IL 60062	Tel: 312/272-8800
UMC	Uniform Mechanical Code	5360 Workman Mill Rd. Whittier CA 90601-2298	Tel: 310/699-0541

RECLAMATION STANDARD MATERIAL SPECIFICATIONS AND METHODS OF TEST (The M-series documents) - Bureau of Reclamation, Attn: D-8170, P.O. Box 25007, Denver CO 80225, telephone: (303) 236-8345

OTHER RECLAMATION PUBLICATIONS - Reclamation manuals and significant scientific, technical, and engineering works are available from the National Technical Information Service (NTIS). United States Department of Commerce, National Technical Information Service 5285 Port Royal Road, Springfield VA 22161. Telephone: (703) 487-4650 or 1-800-553-6847

Department of the Army, U.S. Army Corps of Engineers Publications Depot, 2803 52nd Avenue, Hyattsville MD 20781-1102. Tel: 301/436-2063

Department of Commerce, Standards Management Program, Office of Standards Services, National Institute for Standards and Technology, Gaithersburg MD 20899. Tel: 301/975-4025

Defense Printing Service Detachment Office, Building 4, Section D, 700 Robins Avenue, Philadelphia PA 19111-5094. Tel: 215/697-2179

Department of Transportation, Superintendent of Documents, U.S. Government Printing Office, Washington D.C. 20402-9371. Tel: 202/783-3238

NBS - National Bureau of Standards, National Technical Information Service, 5285 Port Royal Road, Springfield VA 22161. Tel: 703/487-4650

L.4 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm fixed-price contract resulting from this solicitation.

L.5 52.233-2 SERVICE OF PROTEST (AUG 1996) DEPARTMENT OF INTERIOR
(JUL 1996) (DEVIATION)

(a) Protests as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from: Contracting Officer, Bureau of Reclamation, P.O. Box 61470, Boulder City NV 89006-1470.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(c) A copy of the protest served on the Contracting Officer shall be simultaneously furnished by the protester to the Department of Interior Assistant Solicitor for Procurement and Patents, 1849 C Street, NW, Room 6511, Washington, D.C. 20240.

L.6 52.237-1 SITE VISIT (APR 1984)

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

L.7 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Department of Interior Acquisition Regulation (48 CFR Chapter 14) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

L.8 WBR 1452.211-80 NOTICE OF INTENT TO ACQUIRE METRIC PRODUCTS AND
SERVICES--BUREAU OF RECLAMATION (MAR 1993)

(a) Metric Transition Plan. The Department of the Interior on December 6, 1991, issued a Metric Transition Program (Part 758 Department Manual Chapter 1) to establish and describe the program's policies and responsibilities. The Bureau of Reclamation (Reclamation), has developed a Metric Transition Plan to implement metrication in Reclamation. This plan describes Reclamation's overall strategy for using the metric system, defines general requirements and

procedures for carrying out the transition, and details the tasks with milestones for Reclamation offices to complete.

(b) The Omnibus Trade and Competitiveness Act of 1988 (Trade Act).

(1) Section 5164 of Public Law 100-418, the Trade Act, amended the Metric Conversion Act of 1975 and designated the metric system of weights and measures for United States trade and commerce.

(2) The Trade Act establishes September 30, 1992, as the implementation date (to the extent economically feasible) for Federal agencies to use the metric system of measurement in its procurements, grants, and other business-related activities.

(3) The Trade Act permits exceptions to the use of the metric system to the extent that such use is impractical or is likely to cause significant inefficiencies or loss of markets to United States firms, such as when foreign competitors are producing competing products in non-metric units.

(4) As a result of the Trade Act, the President issued Executive Order 12770 dated July 25, 1991, to implement the congressional designation of the metric system as the preferred system of weights and measures for United States trade and commerce.

(c) Bureau of Reclamation Implementation. As a result of the Trade Act, Reclamation will, to the maximum extent practicable, use hard conversion and soft conversion metric systems in designing its construction projects, eventually phasing out use of the soft conversion metric system. Exceptions to this policy will only be made when such use is impractical, produces inefficiencies or market losses, or is not economically feasible.

(d) Expected Results. Reclamation expects its support of the metric system to result in increased use of the metric system by U.S. contractors, thereby increasing their ability to compete in the international marketplace. Increasing use of the metric system by U.S. contractors will eliminate possible restrictions on their bidding in the international marketplace and will eliminate any impact of economic blocks by metric countries restricting the acceptance of non-metric products.

L.9 WBR 1452.233-80 AGENCY PROCUREMENT PROTESTS--BUREAU OF RECLAMATION (SEP 1997)

(a) Executive Order 12979, Agency Procurement Protests, establishes policy on agency procurement protests. This policy is implemented at section 33.103 of the Federal Acquisition Regulation. For solicitations issued by the Bureau of Reclamation, an interested party may request independent review of its protest by the Bureau Procurement Chief.

(b) This independent review is available as an alternative to consideration by the contracting officer or as an appeal of the contracting officer's decision on a protest. An interested party may:

(1) Protest to the contracting officer;

(2) Protest directly to the Bureau Procurement Chief, without first protesting to the contracting officer; or

(3) Appeal a contracting officer's decision to the Bureau Procurement Chief.

(c) An appeal of the contracting officer's decision must be received by the Bureau Procurement Chief (Bureau of Reclamation, Denver Federal Center, Bldg. 67, P.O. Box 25007 (D-7800), Denver, CO 80225-25007) no later than 3 days after receipt of that decision by the interested party. The Bureau Procurement Chief shall render a decision no later than 5 days after receipt of an appeal.

(d) If there is an appellate review of the contracting officer's decision by the Bureau Procurement Chief, it will not extend the General Accounting Officer's timeliness requirements. Therefore, any subsequent protest to the GAO must be filed within 10 days of knowledge of initial adverse agency action (4 CFR 21.2(a)(3)).

L.10 1425.237-901 SITE VISIT APPOINTMENT SCHEDULING--BUREAU OF
RECLAMATION--LOWER COLORADO REGION (NOV 1996)

Offerors or bidders may visit the site by appointment only. Those bidders desiring to visit the site may schedule an appointment by calling Mr. Carlton Smith at (760) 663-0233 between the hours of 8 a.m. and 4 p.m., Monday through Friday.

SECTION M - EVALUATION FACTORS FOR AWARD
(This section will be removed from the contract document)

M.1 52.232-15 PROGRESS PAYMENTS NOT INCLUDED (APR 1984)

A progress payments clause is not included in this solicitation, and will not be added to the resulting contract at the time of award. Bids conditioned upon inclusion of a progress payment clause in the resulting contract will be rejected as nonresponsive.

M.2 WBR 1452.214-900 BASIS OF AWARD--BUREAU OF RECLAMATION--LOWER COLORADO REGION (APR 1998)

(a) The Government will evaluate offers based upon the total price bid for the Schedules in Section B. A contract will be awarded to the responsive, responsible bidder submitting the lowest total bid price for the Base Schedule.

(b) Award will be made, in accordance with that provision of Section L entitled, "Contract Award-Sealed Bidding."

(c) The determination of responsibility will be made in accordance with the Federal Acquisition Regulation, Subpart 9.1, Responsible Prospective Contractors.

Attachment 3

Drawings

(Not Available Online)